

IN THE UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF PENNSYLVANIA

BRUNSON COMMUNICATIONS, INC.	:	
	:	
Plaintiff	:	
	:	
v.	:	
	:	
ARBITRON, INC.	:	NO. 02-CV-3223
	:	
Defendant	:	
	:	

**SUPPLEMENT TO PLAINTIFF S BRIEF IN OPPOSITION  
TO THE MOTION TO DISMISS**

DueDue to newly released information, Plaintiff respectfully  
submitssubmits this Supplemensubmits this Supplemental submits this Supple  
scheduled for October 8, 2002.

**THE PORTABLE PEOPLE METER (PPM) SYSTEM IS A COMMERCIAL TELEVISION  
RATINGS PRODUCT.**

Contrary to specific contentions in Arbitron s Memorandum of  
LawLaw in SupportLaw in Support of Motion to Dismiss Plaintiff s AmendedLaw  
thethe PPM system is, in fact, a commercial service used for  
commercial purposes.

InIn its memorandum of law, ArbitronIn its memorandum of law, Arbitron

that it does not have a commercial television ratings product or service. service. Arbitron's Memorandum of Law in Support of Motion to Dismiss Dismiss Plaintiff's Amended Complaint, at 1. See also Dismiss Plaintiff 20.

However, However, Arbitron's own press release (dated however, Arbitron 2002, 2002, attached hereto as Exhibit A), reveals that 2002, attached hereto as denying denying the commercial nature of the PPM constitute blatant misrepresentations.

In the press release, it is stated:

BBM BBM Canada has selected the Arbitron Inc. electronic electronic audience measure electronic audience measure PortPorta Portable Portable People Meter - to measure television audiences, audiences, including French-language audiences, including in in Montreal and in Montreal and Quebec beginning in Montreal and Q quarter of 2003.

T This This clearly shows that Arbitron's statements in memorandum memorandum of law are false. It shows that the PPM memorandum of commercial product that is used for commercial purposes.

In In addition, Plaintiff is attaching as Exhibit B a new report showing showing surveys released by Arbitron, the last of which covers the time time period ending August 7, 2002. (Plaintiff was again omitted.)

Thus, Arbitron's argument for dismissal based on the PPM not being a commercial service or product must be rejected.

Respectfully submitted,

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ROBERT J. SUGARMAN  
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